

---

## VI. TABLE OF CONTENTS FOR ENCLOSED APPENDICES

---

APPENDIX	PAGE
A. California's Tobacco Control Program.....	60
B. California Secretary of State Statement By Domestic Nonprofit Corporation ....	65
C. Department of Treasury IRS Form L-178 .....	67
D. Partial List of Tobacco Subsidiary Products .....	70
E. Intellectual Property Rights.....	75
F. Comparable State Civil Service Classifications .....	81
G. Travel Reimbursement Information .....	82
H. Contract Uniformity.....	84
I. Midwest Academy Strategy Chart Template.....	86
J. RFA Avaya Information Meeting and On-line Application Training .....	87
K. Computer Hardware/Software Minimum Specifications.....	94
<b><u>L. American Indian Casinos by County</u></b> .....	<b><u>95</u></b>

## CALIFORNIA'S TOBACCO CONTROL PROGRAM

The scope of the health education campaign launched by the California Department of Health Services, Tobacco Control Section (CDHS/TCS) is addressed in the Health and Safety (H&S) Code, Part 3, Chapter 1, commencing with Section 104350. These statutes authorize CDHS/TCS to fund a variety of innovative approaches to reduce tobacco use. These approaches include funding for local programs, including: 1) county and city health departments; 2) competitively selected community agencies through a competitive grant program; 3) statewide projects; 4) a statewide media campaign; and 5) an extensive evaluation of the entire Tobacco Control Program (TCP). The following is a description of key projects funded by CDHS/TCS, as of December 2004:

- A. **Local Programs:** The Local Programs Component provides training and technical assistance to the field, promotes advocacy campaigns and policy development, assists with educational materials development, and coordinates statewide campaigns such as Project SMART (Sponsorship Mission: Avoid Reliance on Tobacco) Money, the Strategic Tobacco Retail Effort (STORE) Campaign, and the Live, Work, and Play Campaign.

For additional information about local projects, review the CDHS/TCS-funded project lists at <http://www.dhs.ca.gov/tobacco/html/funding.htm#rfa07-100>, RFA TCS 07-100, Supplemental Materials.

Four groups comprise Local Programs:

- 1) **Local Health Departments:** Each of the 58 county and 3 city health departments are designated as Local Lead Agencies (LLAs). As the lead tobacco control agency at the community level, the LLA is responsible for coordinating information, referral, outreach, and education activities within its respective health jurisdiction. In general, the LLA is the lead on local community policy development, facilitation of enforcement of tobacco control laws, and local provision of tobacco cessation services.
- 2) **Competitive Grantees:** The competitive grant program funds a variety of community, statewide, and pilot projects. The agencies funded through this program are nonprofit agencies and may include community-based organizations, voluntary health organizations, health clinics, ethnic organizations, labor organizations, and youth organizations. Approximately 30 projects are currently funded.

- 3) **Partnerships for Priority Populations:** Seven nonprofit organizations are funded through the California Partnerships for Priority Populations program to provide a variety of population-specific, tobacco-control services and advocacy campaigns statewide. These include: African-American; American Indian; Asian-American and Pacific Islander; Hispanic/Latino; Lesbian, Gay, Bisexual, and Transgender (LGBT); Low Socio-economic Status (SES); and Labor.
  - 4) **Statewide Grants:** CDHS/TCS funds several grants that are designed to have a statewide impact, by providing technical assistance and/or services throughout California. Statewide grants offering assistance to CDHS/TCS-funded projects are the Tobacco Education Clearinghouse of California (TECC), California Smokers' Helpline (1-800-NO BUTTS), Technical Assistance Legal Center (TALC), The Center for Tobacco Policy and Organizing (The Center), California Youth Advocacy Network (CYAN), Council for Responsible Public Investment (CRPI), and the statewide secondhand smoke (SHS) project (to be named).
- B. **Statewide Media Campaign:** The statewide Tobacco Control Media Campaign (TCMC) consists of a Tobacco Control Advertising Campaign (TCAC) and a Tobacco Control Public Relations Campaign (TCPRC). Both include linguistically and culturally relevant ethnic-specific campaigns. The TCMC utilizes thought-provoking messages to effectively communicate the dangers of tobacco use, the impact of SHS, and the tobacco industry's marketing ploys. The TCPRC includes communications planning and implementation, media relations and advocacy, technical assistance to local programs, grassroots coalition building, promotional event development, news conference coordination, media alerts and press releases, and media monitoring. The advertising and public relations components must be synergetic, delivering clear, powerful messages, with the greatest reach and frequency possible.
- C. **Data Analysis and Evaluation:** CDHS/TCS tracks and evaluates adult and youth tobacco knowledge, attitudes, and behavior through telephone and in-school surveys. These surveys also provide information about public opinion and knowledge related to tobacco use, which enables the other tobacco control components to more appropriately target their education and media outreach. Additionally, both in-house and independent evaluations of all tobacco control components are conducted to monitor progress toward reaching program goals and objectives, and to determine which strategies are most effective in reducing tobacco use. Evaluation data is incorporated into advertising strategies.

As noted previously, the California TCP has four broad program priorities. These four priorities and the rationale for them are discussed below:

## 1. Counter Pro-Tobacco Influences in the Community

Tobacco industry advertising and promotions are major social and economic forces aimed at promoting tobacco use. While the 1998 Master Settlement Agreement (MSA) with the tobacco companies mandated changes in the behavior of the industry, including specific prohibitions against advertising and promotional strategies that target youth, eliminating tobacco industry influence in local communities remains one of the highest priorities for California's TCP. The tobacco industry continues to maintain massive expenditures on advertising and promotion campaigns. As a result, Californians are exposed to saturation levels of media, which both stimulate adult consumption of cigarettes and increase the risk of youth initiation. Tobacco companies sponsor and strategically target specific community events, such as rodeos, festivals, concerts, and ethnic-specific cultural events to create the perception that the use of tobacco is condoned by those events and is glamorous, social, and normal. In addition, the motion picture industry has increasingly dramatized the use of tobacco in movies, thus aiding in recruiting thousands of new adolescent smokers.

See Communities of Excellence in Tobacco Control, Module 2 (2006), pages 27-30, for specific indicators within this priority area. The guide can be accessed at <http://www.dhs.ca.gov/tobacco/html/funding.htm#rfa07-100>, RFA TCS 07-100, Supplemental Materials.

## 2. Reduce Exposure to Secondhand Smoke and Increase the Number of Smoke-Free Public Spaces, Worksites, Schools, and Communities

The risks of tobacco use extend beyond the actual user. Exposure to SHS increases nonsmokers' risk for lung cancer and heart disease. Among children, SHS is also associated with serious respiratory problems, including asthma, pneumonia and bronchitis, sudden infant death syndrome, and low-birth weight. Protecting California workers and the public from the effects of SHS and helping large numbers of smokers to get the environmental support they need to quit smoking remains a high priority for California's TCP.

See the Communities of Excellence in Tobacco Control, Module 2 (2006), pages 31-36, for specific indicators within this priority area. The guide can be accessed at <http://www.dhs.ca.gov/tobacco/html/funding.htm#rfa07-100>, RFA TCS 07-100, Supplemental Materials.

### 3. Reduce Availability of Tobacco Products

Widespread availability of tobacco products reinforces a social norm that promotes tobacco use by youth and young adults. This priority seeks to reduce the sale and availability of tobacco to youth as well as decreasing the overall availability of tobacco products to adults. Efforts to reduce the sale and availability of tobacco products to youth have historically focused on improving compliance with state laws prohibiting the sale of tobacco to persons under age eighteen, and to adopting local tobacco licensing policies that collect retailer fees to conduct youth access law enforcement inspections.

See the Communities of Excellence in Tobacco Control, Module 2 (2006), pages 37-40, for specific indicators addressing this priority area. The guide can be accessed at

<http://www.dhs.ca.gov/tobacco/html/funding.htm#rfa07-100>,  
RFA TCS 07-100, Supplemental Materials.

See Tobacco Laws Affecting California (2004) and its 2006 supplement by the Technical Assistance Legal Center (TALC) for an excellent overview of all laws governing tobacco in California. These documents can be accessed at <http://www.dhs.ca.gov/tobacco/html/funding.htm#rfa07-100>, RFA TCS 07-100, Supplemental Materials.

### 4. Promote Availability of Cessation Services


Smoking cessation is the desired outcome of all initiatives and activities of California's TCP that create new social norms around the use of tobacco. Since social norms have shifted from the acceptability of smoking, and cigarette prices have risen substantially, more smokers than ever are trying to quit. More than three out of every four California smokers say they would like to stop smoking.

Past experience demonstrates that the media campaign, coupled with the California's Smokers' Helpline and supported at the community level by cessation programs, successfully assist youth and adult smokers in quitting. Smoking cessation is a complex and often-extended process with several repeated quit attempts until success is achieved. As social norms shift away from its acceptability and more smokers become aware of health issues related to smoking, the level of motivation to quit across the entire population of smokers increases, and motivation by smokers to quit on their own increases. As such, cessation becomes the outcome rather than the intervention. However, there is a downside. Some smokers may switch to smokeless tobacco or "harm reduction" products to avoid the social negative stigma of being a smoker or to avoid exposing others to SHS. They may be misled into believing that such products may reduce risk of disease, when in reality, there are no safe tobacco products.

While recognizing that in California, the majority of former smokers report quitting without direct cessation services, CDHS/TCS will continue to fund some direct cessation. CDHS/TCS contractors are encouraged to publicize the availability of the California Smokers' Helpline, which offers counseling in

In addition to providing direct tobacco cessation services, CDHS/TCS contractors can also promote system changes that support population-based cessation services, such as introducing cessation in large managed health care plans, coordinating with low income clinics providing health care to indigent populations and university/college health centers that serve priority populations, providing physicians, nurses, dentists, and dental hygienists with training to establish systematized patient education and treatment programs in private offices and clinics, cooperating with the American Cancer Society to sponsor the local Great American Smokeout, etc.

See the Communities of Excellence in Tobacco Control, Module 2 (2006), page 40, for specific indicators for this priority area. The guide can be accessed at: <http://www.dhs.ca.gov/tobacco/html/funding.htm#rfa07-100>, RFA TCS 07-100, Supplemental Materials.

 <div style="display: inline-block; vertical-align: middle;"> <h2 style="margin: 0;">State of California</h2> <p style="margin: 0;">Bill Jones Secretary of State</p> </div> <div style="display: inline-block; vertical-align: middle; margin-left: 20px;"> <p style="margin: 0; font-size: small;">P.O. Box 944250 Sacramento, CA 95834-2500 (916) 657-3557</p> </div>																									
<b>STATEMENT BY DOMESTIC NONPROFIT CORPORATION</b> <small>THIS STATEMENT MUST BE FILED WITH THE CALIFORNIA SECRETARY OF STATE (SECTION 6210, 8210, 9660 CORPORATIONS CODE)</small> <b>A \$10 FILING FEE MUST ACCOMPANY THIS STATEMENT</b>																									
<p style="font-size: x-small; margin: 0;">DO NOT ALTER PREPRINTED NAME: IF ITEM 1 IS BLANK, PLEASE ENTER CORPORATE NAME AND NUMBER</p>																									
<p style="margin: 0; font-size: small;">PLEASE READ INSTRUCTIONS ON BACK OF FORM. PLEASE TYPE OR USE BLACK INK WHICH WILL BE SUITABLE FOR MICROFILMING.</p> <p style="margin: 0; font-weight: bold;">THE CALIFORNIA CORPORATION NAMED HEREIN, MAKES THE FOLLOWING STATEMENT</p>																									
<p style="font-size: x-small; margin: 0;">2. STREET ADDRESS OF PRINCIPAL OFFICE (IF NONE, COMPLETE 3-3B)</p> <p style="text-align: center; font-size: x-small; margin: 5px 0;">(DO NOT USE P.O. BOX NO.)</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; font-size: x-small;">SUITE OR ROOM</td> <td style="width: 40%; font-size: x-small;">2A. CITY AND STATE</td> <td style="width: 45%; font-size: x-small;">1B. ZIP CODE</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> <td></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; font-size: x-small;">SUITE OR ROOM</td> <td style="width: 40%; font-size: x-small;">3A. CITY AND STATE</td> <td style="width: 45%; font-size: x-small;">3B. ZIP CODE</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> <td></td> </tr> </table>	SUITE OR ROOM	2A. CITY AND STATE	1B. ZIP CODE				SUITE OR ROOM	3A. CITY AND STATE	3B. ZIP CODE															
SUITE OR ROOM	2A. CITY AND STATE	1B. ZIP CODE																							
SUITE OR ROOM	3A. CITY AND STATE	3B. ZIP CODE																							
<p style="margin: 0; font-weight: bold;">THE NAMES OF THE FOLLOWING OFFICERS ARE:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; font-size: x-small;">4. CHIEF EXECUTIVE OFFICER</td> <td style="width: 30%; font-size: x-small;">4A. STREET ADDRESS (SEE REVERSE SIDE)</td> <td style="width: 20%; font-size: x-small;">4B. CITY AND STATE</td> <td style="width: 20%; font-size: x-small;">4C. ZIP CODE</td> </tr> <tr> <td style="height: 30px;"></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="font-size: x-small;">5. SECRETARY</td> <td style="font-size: x-small;">5A. STREET ADDRESS (SEE REVERSE SIDE)</td> <td style="font-size: x-small;">5B. CITY AND STATE</td> <td style="font-size: x-small;">5C. ZIP CODE</td> </tr> <tr> <td style="height: 30px;"></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="font-size: x-small;">6. CHIEF FINANCIAL OFFICER</td> <td style="font-size: x-small;">6A. STREET ADDRESS (SEE REVERSE SIDE)</td> <td style="font-size: x-small;">6B. CITY AND STATE</td> <td style="font-size: x-small;">6C. ZIP CODE</td> </tr> <tr> <td style="height: 30px;"></td> <td></td> <td></td> <td></td> </tr> </table>		4. CHIEF EXECUTIVE OFFICER	4A. STREET ADDRESS (SEE REVERSE SIDE)	4B. CITY AND STATE	4C. ZIP CODE					5. SECRETARY	5A. STREET ADDRESS (SEE REVERSE SIDE)	5B. CITY AND STATE	5C. ZIP CODE					6. CHIEF FINANCIAL OFFICER	6A. STREET ADDRESS (SEE REVERSE SIDE)	6B. CITY AND STATE	6C. ZIP CODE				
4. CHIEF EXECUTIVE OFFICER	4A. STREET ADDRESS (SEE REVERSE SIDE)	4B. CITY AND STATE	4C. ZIP CODE																						
5. SECRETARY	5A. STREET ADDRESS (SEE REVERSE SIDE)	5B. CITY AND STATE	5C. ZIP CODE																						
6. CHIEF FINANCIAL OFFICER	6A. STREET ADDRESS (SEE REVERSE SIDE)	6B. CITY AND STATE	6C. ZIP CODE																						
<p style="margin: 0; font-weight: bold;">DESIGNATED AGENT FOR SERVICE OF PROCESS:</p> <p style="font-size: x-small; margin: 0;">(ONE AGENT IS REQUIRED BY CALIFORNIA STATUTORY PROVISION. PLEASE READ ITEMS 7 AND 8 ON REVERSE SIDE OF FORM.)</p> <p style="font-size: x-small; margin: 0;">7. NAME</p> <p style="font-size: x-small; margin: 0;">8. CALIFORNIA STREET ADDRESS IF AGENT IS AN INDIVIDUAL (DO NOT USE P.O. BOX) DO NOT INCLUDE ADDRESS IF AGENT IS A CORPORATION</p>																									
<p style="margin: 0; font-weight: bold;">COMMON INTEREST DEVELOPMENT ASSOCIATION</p> <p style="font-size: x-small; margin: 0;">SECTION 1358, ET SEQ., CIVIL CODE</p> <p style="font-size: x-small; margin: 0;">9. <input type="checkbox"/> THIS CORPORATION IS NOT AN ASSOCIATION FORMED TO MANAGE A COMMON INTEREST DEVELOPMENT (IF THIS BOX IS CHECKED, PROCEED TO NUMBER 11.)</p> <p style="font-size: x-small; margin: 0;">10. <input type="checkbox"/> THIS CORPORATION IS AN ASSOCIATION FORMED TO MANAGE A COMMON INTEREST DEVELOPMENT UNDER THE DAVIS STERLING COMMON INTEREST DEVELOPMENT ACT. (IF THIS BOX IS CHECKED, COMPLETE 10A AND 10B)</p> <p style="font-size: x-small; margin: 0;">10A. BUSINESS OFFICE STREET ADDRESS OR PHYSICAL LOCATION OF DEVELOPMENT, INCLUDING ZIP CODE</p> <p style="font-size: x-small; margin: 0;">10B. NAME AND ADDRESS OF THE MANAGING AGENT</p>																									
<p style="margin: 0; font-size: x-small;">11. I DECLARE THAT I HAVE EXAMINED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.</p> <table style="width: 100%; font-size: x-small; margin-top: 10px;"> <tr> <td style="width: 20%; text-align: center;">DATE</td> <td style="width: 20%; text-align: center;">TITLE</td> <td style="width: 40%; text-align: center;">TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT</td> <td style="width: 20%; text-align: center;">SIGNATURE</td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> </tr> </table>		DATE	TITLE	TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT	SIGNATURE																				
DATE	TITLE	TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT	SIGNATURE																						

SO 100 (1/79)

SECRETARY OF STATE  
P O BOX 94230, SACRAMENTO CA 94244-2300

# INSTRUCTIONS FOR COMPLETING STATEMENT BY DOMESTIC NONPROFIT CORPORATION

**FILING PERIOD:** All Nonprofit Corporations must file within 90 days after filing articles of incorporation. Thereafter, corporations must file annually by the end of the calendar month of the anniversary date of its incorporation, and when the agent for service of process or his/her address is changed.

**FILING FEE:** All Nonprofit Corporations must submit a ten dollar (\$10.00) filing fee with this statement. (Section 12210(B) Government Code.) Check or money order should be made payable to Secretary of State.  
PLEASE DO NOT SEND CASH.

**ITEMS 2—2B:** The address to be entered is the STREET address of the corporation's principal office. Enter room or suite number and ZIP code. Do not use post office box number.

**ITEMS 3—3B:** The address to be entered is the MAILING ADDRESS for the corporation.

**ITEMS 4—6C:** Complete by entering the names and complete business or residence addresses of the corporation's chief executive officer (i.e., president, chairperson or other title), secretary, and chief financial officer (i.e., treasurer, chairperson or other title). No list of additional officers should be submitted. Do not use post office numbers.

**ITEM 7:** Sections 6210 and 8210 of the Corporations Code make it mandatory that domestic Nonprofit Corporations designate an agent for service of process. An agent for service of process is one who may accept papers in case of a lawsuit against the corporation. The agent may be an individual who is an officer or director of the corporation, or any other person. The person named as agent must be a resident of California. Only one individual may be named as agent for service of process. Or, the agent may be another corporation. However, a corporation named as agent for service of process for another corporation must have on file in this office, a certificate pursuant to Section 1505, Corporations Code. The certificate is required ONLY if a corporation is named as agent for service of process for other corporations. A CORPORATION CANNOT BE NAMED AS AGENT FOR SERVICE OF PROCESS FOR ITSELF. (For example, ABC Corporation cannot name ABC Corporation as its agent for service of process.)

**ITEM 8:** If the agent is a person, enter name and complete business or residence address. If agent is another corporation, enter name of corporation only, and do not complete address portion. Only one agent for service of process is to be named.

**ITEMS 9—10B:** Section 1350, et seq., Civil Code mandates that a corporation formed on behalf of common interest development associations furnish specific additional information when filing a statement pursuant to Section 1502, California Corporations Code. If the corporation was not formed to manage a common interest development the box in Item 9 is to be marked and Items 10 - 10B are to remain blank. If the corporation was formed to manage a common interest development then the box in Item 10 is to be marked. Item 10A is to be completed with the address of the business or corporate office unless the office is off-site, then Item 10 is to be completed with the nine-digit ZIP code, front street, and nearest cross street for the physical location of the common interest development. Item 10B is to be completed with the name and address of the association's managing agent (Section 1363.1, Civil Code), if any.

**ITEM 11:** Printed name and signature of corporate officer or agent are required to complete the form. Enter title and date signed.

**(NOTE) ITEM 1:** Do not alter the preprinted corporate name. If corporation name is not correct, please attach note of explanation. If space is blank enter exact corporate name and number, do not include your DBA name.

FAILURE TO FILE THIS FORM BY THE DUE DATE IN ITEM 1 WILL RESULT IN THE ASSESSMENT OF A \$50.00 PENALTY. (Sections 6810, 8810, Corporations Code, and Section 25936, Revenue and Taxation Code.)

**NOTE:** Your canceled check is your receipt of filing. We suggest that you make a copy of this form before mailing, if you wish one for your files.

OSP 99 9176



None

67

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

Contributions to you are deductible by donors beginning January 22, 1997.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$20 per day for each day there is a failure to comply (up to a maximum of \$10,000 in the case of an annual return).

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

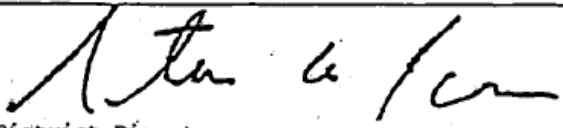
If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

---



District Director

Letter 1045 (DO/CG)

## TOBACCO SUBSIDIARY PRODUCTS

### Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

#### BEVERAGES

##### Coffee

General Foods International Coffees  
Gevalia  
Maxim  
Maxwell House  
Sanka  
Starbucks\*  
Yuban

##### Frozen Treats

Mr. Freeze  
Kool-Aid Slushies

##### Powdered Soft Drinks

Country Time  
Crystal Light  
Kool-Aid  
Tang

##### Ready-to-Drink

Capri Sun\*  
Country Time  
Crystal Light  
Kool-Aid Bursts  
Tang  
Total Balance

#### CONVENIENT MEALS

##### Bacon

Oscar Mayer  
Louis Rich

##### Cold Cuts

Oscar Mayer  
Louis Rich

##### Dinner Kits

Stove Top Oven Classics  
Taco Bell\*

##### Frozen Pizza

California Pizza Kitchen\*  
DiGiorno  
Jack's  
Tombstone

##### Hot Dogs

Oscar Mayer

##### Lunch Combinations

Lunchables

##### Macaroni & Cheese Dinner

Kraft  
Kraft Easy Mac  
Velveeta

##### Meat Alternatives

Boca

##### Meat Snacks

Tombstone

##### Pastas and Sauces

DiGiorno

#### CHEESE

##### Cold Pack Cheese

Woody's

##### Cottage Cheese

Breakstone's  
Knudsen  
Light n' Lively

##### Cream Cheese

Philadelphia  
Temp-tee

##### Grated Cheese

Kraft

##### Natural Cheese

Athenos  
Churny  
Cracker Barrel  
DiGiorno  
Handi-Snacks

## TOBACCO SUBSIDIARY PRODUCTS

### Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

Harvest Moon	<b>Cooked Cereal</b>
Hoffman's	Cream of Wheat
Kraft	<b>Cereal Bars</b>
Polly-O	Nabisco
<b>Process Cheese Loaves</b>	<b>Dips</b>
Kraft Deluxe	Kraft
Old English	<b>Dog Biscuits</b>
Velveeta	Milk-Bone
<b>Process Cheese Sauce</b>	<b>Dry Packaged Desserts</b>
Cheez Whiz	Dream Whip
<b>Process Cheese Slices</b>	D-Zerta
Kraft Deli Deluxe	Jell-O
Kraft Free Singles	Minute
Kraft Singles	<b>Energy Bars</b>
Kraft 2% Milk Singles	Balance
Velveeta	Oasis Bars
<b>Process Cheese Spread</b>	<b>Fruit Preservatives</b>
Easy Cheese	Ever Fresh
<b>GROCERY</b>	<b>Frozen Whipped Topping</b>
<b>Baking Chocolate/Coconut</b>	Cool Whip
Baker's	<b>Ice Cream Topping</b>
<b>Baking Powder</b>	Kraft
Calumet	<b>Margarine</b>
<b>Barbecue Sauce</b>	Parkay (Puerto Rico only)
Bull's-Eye	<b>Pasta Salads</b>
Kraft	Kraft
<b>Breakfast Beverage</b>	<b>Pectins</b>
Postum	Certo
<b>Coating Mix</b>	Sure-Jell
Shake 'n Bake	
Oven Fry	
<b>Condiments</b>	
Grey Poupon	
Kraft	
Sauceworks	

## TOBACCO SUBSIDIARY PRODUCTS

### Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

#### Pickles/Sauerkraut

Claussen

#### Pie Crusts

Honey Maid

Nilla

Oreo

#### Ready-to-Eat Cereals

Post

Alpha-Bits

Banana Nut Crunch

Blueberry Morning

Cinna-Cluster Raisin Bran

Cranberry Almond Crunch

Frosted Shredded Wheat

Fruit & Fiber

Golden Crisp

Grape-Nuts

Great Grains

Honey Bunches of Oats

Honeycomb

Nabisco (Puerto Rico only)

Natural Bran Flakes

Oreo O's

Pebbles\*

Raisin Bran

Shredded Wheat

Shredded Wheat 'n Bran

Spoon Size Shredded Wheat

Toasties

Waffle Crisp

100% Bran

#### Rice

Minute Rice

#### Salad Dressings

Good Seasons

Kraft

Seven Seas

#### Sour Cream

Breakstone's

Knudsen

#### Spoonable Dressing

Kraft Mayo

Miracle Whip

#### Steak Sauce, Marinade, Worcestershire

A. 1.

#### Stuffing Mix

Stove Top

#### Toaster Pastries

Kool Stuf

#### Yogurt

Breyers\*

Jell-O

Light n' Lively

#### Snacks

Cookies

Barnum's Animals

Biscos

Café Creme

Cameo

Chips Ahoy!

Crispin (Puerto Rico only)

Dad's

Danish (Puerto Rico only)

Famous Chocolate Wafers

Family Favorites

Old Fashioned

Ginger Snaps

Hony Bran (Puerto Rico only)

Konitos (Puerto Rico only)

Lorna Doone

Mallomars

Marshmallow Twirls

Nabisco (Puerto Rico only)

National Arrowroot

Newtons

Nilla

Nutter Butter

Oreo

Peak Freans

Pecan Passion

Pecanz

Pinwheels

SnackWell's

Social Tea

Stella D'oro

Sweetie Pie (Puerto Rico only)

Teddy Grahams

Wild Thornberry's

## TOBACCO SUBSIDIARY PRODUCTS

## Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

**\*Crackers**

Air Crisps  
Better Cheddars  
Cheese Nips  
Club Social (Puerto Rico only)  
Crown Pilot  
Doo Dad  
Flavor Crisps  
Harvest Crisps  
Honey Maid  
Nabisco Grahams  
Nabs  
Premium  
Ritz  
Royal Lunch  
SnackWell's  
Stoned Wheat Thins  
Sportz (Puerto Rico only)  
Sultana (Puerto Rico only)  
Triscuit  
Uneeda  
Wheatsworth  
Wheat Thins  
Zwieback

**Ice Cream Cones**

Comet Cups

**Packaged Food Combinations**

Handi-Snacks  
Lunchables

**Refrigerated Ready-to-Eat Desserts**

Jell-O  
Handi-Snacks

**Snack Nuts**

Corn Nuts  
PB Crisps  
Planters

**Sugar Confectionery**

Altoids  
Callard & Bowser  
CremeSavers  
Jet-Puffed  
Kraft Caramels  
Life Savers  
Milka L'il Scoops  
Nabisco Fun Fruits  
Terry's  
Tobler

Toblerone  
Trolli

**Miller Brands\*\***

Miller Beer  
Miller Genuine Draft  
Miller High Life  
Sharp's non-alcohol brew  
Milwaukee's Best  
Meister Brau  
Magnum Malt Liquor  
Henry Weinhard's  
Hamm's  
Olde English 800 Malt Liquor  
Mickey's Malt Liquor  
Red Dog  
ICEHOUSE  
Southpaw  
Leinenkugel  
Celis  
Pale Rider  
Shipyard Export Ale  
Goat Island Ale  
Fuggles Pale Ale  
Old Thumper Extra Special Ale  
Blue Fin Stout  
Longfellow Ale  
Mystic Seaport Pale Ale  
Chamberlain Pale Ale  
Sirius  
Prelude Ale  
Molson  
Foster's Lager  
Sheaf Stout  
Presidente  
Shanghai

\*Kraft is the distributor for these brands:

-Breyers is a registered trademark owned and licensed by Unilever, N.V.  
-Capri Sun is a registered trademark of Rudolf Wild GmbH & Co. KG, used under license.  
-California Pizza Kitchen is a trademark owned and licensed by California Pizza Kitchen, Inc.  
-Jenny Craig is a registered trademark of Jenny Craig, Inc., used under license.  
-Pebbles is a registered trademark of Hanna-Barbera Productions, Inc. Licensed by Hanna-Barbera Productions, Inc.  
-Starbucks is a registered trademark of Starbucks U.S. Brands Corporation.  
-Nickelodeon and all related titles, characters and logos are trademarks owned and licensed by Viacom International Inc. All rights reserved.  
-Taco Bell is a registered trademark owned and licensed by Taco Bell Corp.

\*\*Altria Group, Inc. holds a 36% economic interest in SABMiller plc as a result of the 2002 Miller Brewing Company merger into South African Breweries plc, which formed SABMiller plc, the world's second-largest brewer.

**TOBACCO SUBSIDIARY PRODUCTS**  
**United States Smokeless Tobacco Company**

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs

**Wines**

Chateau Ste. Michelle  
Columbia Crest  
Domaine Ste. Michelle  
Villa Mt. Eden  
Conn Creek  
Northstar  
Snoqualmie



---

**INTELLECTUAL PROPERTY RIGHTS**

---

The following is the intellectual property rights language in the CDHS/TCS grant:

- a. Contractor shall grant to CDHS/TCS, as permitted in California Civil Code, Section 982, ownership in any original work of authorship created, provided, or produced under this agreement that is not fixed in any tangible medium of expression.
- b. Subject to terms, conditions, and limitations contained in this agreement and subject to the performance of all terms and conditions stated in this agreement, CDHS/TCS grants to the Contractor a non-exclusive license to use, duplicate, distribute, and permit others to use Works created, produced or developed under this agreement for the purpose of carrying out the terms and conditions of this agreement, consistent with any limitations set forth in this agreement.
- c. If the Contractor enters into any agreement or subcontract with another party in order to perform this agreement, Contractor shall require the other party to grant CDHS/TCS ownership in any original work or authorship created, provided, or produced by the subcontractor, Contractor or CDHS/TCS under this agreement that is not fixed in any tangible medium of expression, as permitted under California Civil Code Section 982.
- d. During the contracting phase of this process, CDHS/TCS shall negotiate with the Contractor to determine the number of camera-ready and completed versions of each deliverable CDHS/TCS will receive. It is anticipated that CDHS/TCS will use deliverables in future tobacco control programs.
- e. **Ownership**
  - (1) Except where CDHS/TCS has agreed in a signed writing to accept a license, CDHS/TCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement.
  - (2) For the purposes of this agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of United States, or any other state, country, or jurisdiction

- (a) For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this agreement. In addition, under this agreement, Contractor may access and utilize certain of CDHS/TCS’ Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, Contractor shall not use any of CDHS/TCS’ Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDHS/TCS. **Except as otherwise set forth herein, neither the Contractor nor CDHS/TCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDHS/TCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDHS/TCS in the third-party’s license agreement.
- (4) Contractor agrees to cooperate with CDHS/TCS in establishing or maintaining CDHS/TCS’ exclusive rights in the Intellectual Property, and in assuring CDHS/TCS’ sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDHS/TCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDHS/TCS and which result directly or indirectly from this agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDHS/TCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDHS/TCS’ Intellectual Property rights and interests.

**f. Retained Rights/License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this agreement. Contractor hereby grants to CDHS/TCS without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor’s Intellectual Property with the right to

sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this agreement, unless Contractor assigns all rights, title, and interest in the Intellectual Property as set forth herein.

- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDHS/TCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

#### **g. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works (as defined in Section a, subparagraph (2)(a) of this provision) of authorship made by or on behalf of Contractor in connection with Contractor's performance of this agreement shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDHS to any work product made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement, shall include CDHS/TCS' notice of copyright, which shall read in 3mm or larger typeface: "© 2001, State of California, Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the Department of Health Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

#### **h. Patent Rights**

With respect to inventions made by Contractor in the performance of this agreement, which did not result from research and development specifically included in the agreement's scope of work, Contractor hereby grants to CDHS/TCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the agreement's scope of work, then Contractor agrees to assign to CDHS/TCS, without additional compensation, all its right, title and interest in and to such inventions and to assist CDHS/TCS in securing United States and foreign patents with respect thereto.

**i. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDHS/TCS' prior written approval; and (ii) granting to or obtaining for CDHS/TCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this agreement. If such a license upon these terms is unattainable, and DHS determines that the Intellectual Property should be included in or is required for Contractor's performance of this agreement, Contractor shall obtain a license under terms acceptable to CDHS/TCS.

**j. Warranties**

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this agreement;
- (b) It has secured or will secure all rights and licenses necessary for its performance of this agreement.
- (c) Neither Contractor's performance of this agreement, nor the exercise by either Party of the rights granted in this agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement will infringe upon or violate Any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDHS/TCS in this agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has not knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this agreement.

- (2) CDHS/TCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**k. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless CDHS/TCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products. ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property, infringement, or any other type of actual or alleged infringement claim, arising out of CDHS/TCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark, or copyright registration that issued after the effective date of this agreement. CDHS/TCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDHS/TCS.
- (2) Should any Intellectual Property licensed by the Contractor to CDHS/TCS under this agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDHS/TCS' right to use the licensed Intellectual Property in accordance with this agreement at no expense to CDHS/TCS. CDHS/TCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDHS/TCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDHS/TCS shall be entitled to a refund of all monies paid under this agreement without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDHS/TCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDHS/TCS would suffer irreparable harm in the event of such breach and agrees CDHS/TCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

**I. Federal Funding**

In any agreement funded in whole or in part by the federal government, CDHS/TCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

**m. Survival**

The provisions set forth herein shall survive any termination or expiration of this agreement or any project schedule.

---

**COMPARABLE STATE CIVIL SERVICE CLASSIFICATIONS**


---

<b>State Classification Title</b>	<b>Comparable Title</b>	<b>Comparable Monthly Salary</b>
Health Education Consultant III (Specialist)	Project Director	\$4,769-\$5,961
Health Education Consultant II	Senior Health Educator or Assistant Project Director	\$4,341-\$5,427
Health Education Consultant I	Health Educator or Health Education Assistant	\$3,219-\$4,498
Administrative Assistant I	Program Coordinator/Assistant	\$3,538-\$4,499
Office Services Supervisor II	Office Manager	\$2,856-\$3,472
Management Services Technician	Community Health Worker	\$2,413-\$3,313
Research Scientist II	Evaluation Consultant	\$5,134-\$6,193
Research Scientist I	Evaluation Consultant	\$4,674-\$5,639
Associate Governmental Program Analyst	Research Analyst II	\$4,255-\$5,172
Staff Services Analyst	Research Analyst I	\$2,724-\$4,300
Legal Counsel	Attorney	\$4,674-\$5,137
Graduate Legal Assistant	Graduate Legal Assistant	\$3,702-\$4,064
Senior Legal Analyst	Paralegal	\$4,467-\$5,431
Legal Analyst	Paralegal	\$3,715-\$4,516
Legal Assistant	Paralegal	\$3,275-\$3,981

## Travel Reimbursement Information

### Mileage Reimbursement Rate Increase Effective January 1, 2007

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontractor" have the same meaning as "grantee" and/or "subgrantee" where applicable.
  - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by TCS upon the receipt of a statement on/with an invoice indicating that such rates are not available.
  - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of special assignments. Headquarters may be individually established for each traveler and approved verbally by the program funding the agreement. Verbal approval shall be followed up in writing or email.
  - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this exhibit to determine the reimbursement allowance. All lodging must be receipted. If contractor does not present receipts, lodging will not be reimbursed.

(1) Lodging (with receipts):

Travel Location / Area	Reimbursement Rate
Statewide Non-High Cost Area (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140 plus tax

Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance written approval of the Deputy Director of the Department of Health Services or his or her designee. Receipts are required. Receipts from Internet lodging reservation services such as Priceline.com, which require prepayment to that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior TCS written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this exhibit.



**Travel Reimbursement Information (continued)**

- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein are changed by DPA formal contract amendment will be required to incorporate the new rates. However, TCS shall inform the contractor, in writing, of the revised travel reimbursement rates.
3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his or her car for transportation, the rate of pay will be **48.5 cents** maximum per mile. If a contractor uses his or her car "in lieu of" air fair, the air coach fair will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

**Travel Reimbursement Guide**

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	<ul style="list-style-type: none"> <li>Travel period ends at least one hour after the regularly scheduled workday ends, or</li> <li>Travel period begins prior to or at 5:00 p.m. and continues beyond 7:00 p.m.</li> </ul>	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

7. At TCS' discretion, changes or revisions made by TCS to this illustration, excluding travel policy established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information illustrations is attached, incorporated by reference, or applied by TCS program policy.

---

**CONTRACT UNIFORMITY**

---

(Applicable only to non-profit organizations)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, the Department of Health Services sets forth the following policies, procedures, and guidelines regarding fringe benefits.

1. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
2. As used herein, fringe benefits do not include:
  - a. Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty, and/or military leave/training.
  - b. Director's and executive committee member's fees
  - c. Incentive awards and/or bonus incentive pay
  - d. Allowance for off-site pay
  - e. Location allowances
  - f. Hardship pay
  - g. Cost-of-living differentials
3. Specific allowable fringe benefits include:
  - a. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental, and vision), unemployment insurance, workers compensation insurance and the employers share of pension/retirement plans provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
4. To be an allowable fringe benefit, the cost must meet the following criteria:
  - a. Be necessary and reasonable for the performance of the agreement.
  - b. Be determined in accordance with generally accepted accounting principles.
  - c. Be consistent with policies that apply uniformly to all activities of the Contractor.
5. Contractor agrees that all fringe benefits shall be at actual cost.
6. Earned/accrued Compensation.
  - a. Compensation for vacation, sick leave, and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave, and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs (See example on page 2)
  - b. For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the agreement. Holidays cannot be carried over from one contract year to the next. (See example on page 2).
  - c. For single year agreements, vacation, sick leave, and holiday compensation which is earned/accrued but not paid, due to employee(s) not taking time off within the agreement term, cannot be claimed as an allowable cost (See example on page 2).

**Contract Uniformity**  
Earned/Accrued Compensation Examples

Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a contract period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the agreement, the Contractor during a one-year agreement term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the agreement are not an allowable cost.

Example No. 2:

If during a three-year (multiple year) agreement John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

Example No. 3:

If during a single year agreement, John Doe, works fifty weeks and uses one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDHS/TCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

# Midwest Academy Strategy Chart

## APPENDIX I

Goals	Organizational Considerations	Constituents, Allies, and Opponents	Targets	Tactics

## RFA Avaya Information Meeting and On-line Application Training

### Hardware/Software Requirements

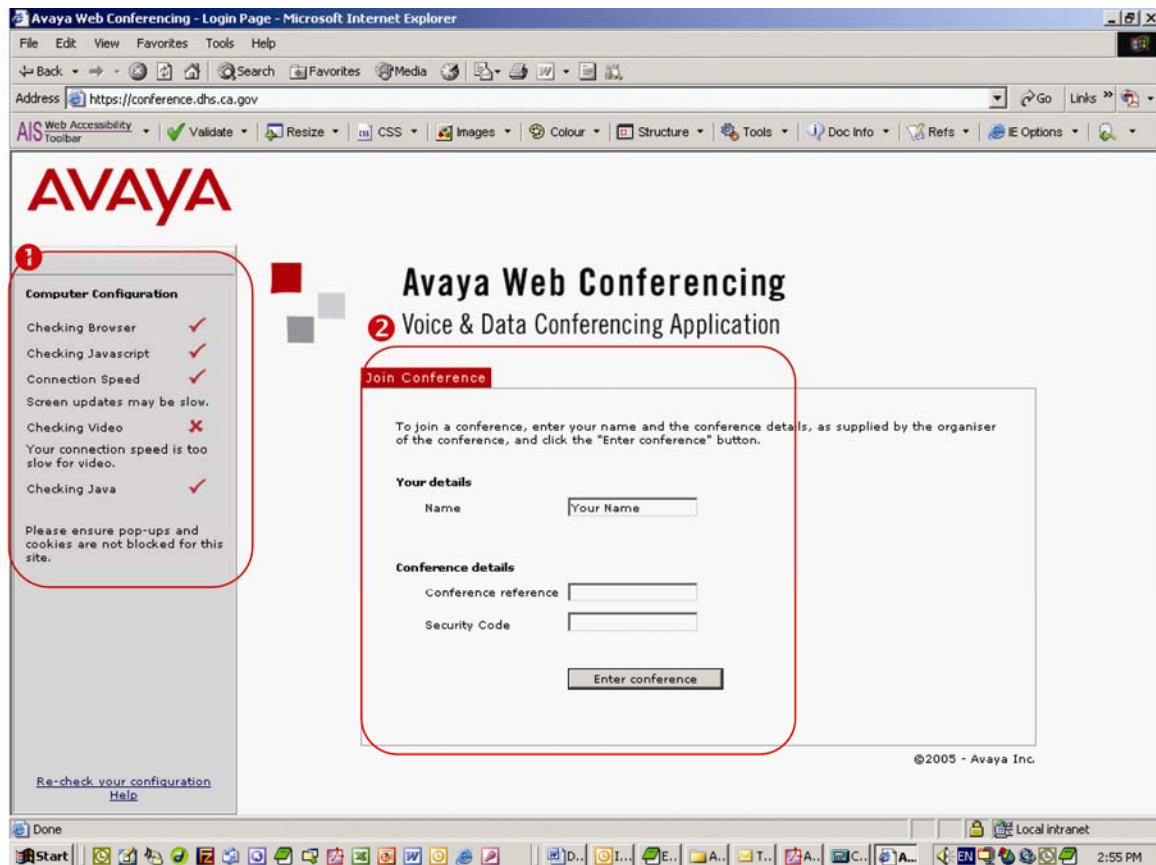
- Browser:
  - Windows 98 (or later) with Microsoft Internet Explorer 5, 5.5, or 6
  - Windows 98 (or later) with Netscape Navigator 6.2 or 7
  - Mac OS X 10.1 (or later) with Microsoft Internet Explorer 5.2
- Javascript must be enabled to use Avaya Web Conferencing.
- Connection Speed: Avaya Web Conferencing optimizes your experience based on the speed of your connection to the server. If the configuration tester reports that your screen may update slowly it is because you have a low speed connection. The reason is most likely that you are using a modem or another low bandwidth connection device.
- Java: The version of Java required depends on the Web browser you are using.
  - Microsoft Internet Explorer 5 and 5.5 - the built-in Microsoft JVM
  - Microsoft Internet Explorer 6 - either the built-in Microsoft JVM or the Sun JRE v1.4.2
  - Netscape Navigator 6.2 - the Sun JRE v1.4.2
  - Netscape Navigator 7 - the Sun JRE it ships with, or the Sun JRE v1.4.2
  - Microsoft Internet Explorer 5.2 on Mac OS X - the built-in Mac Runtime for Java v1.3
- Pop-up Blockers: Pop-up blockers, such as the Windows Pop-up Blocker or the Google Toolbar prevent web pages from opening new windows. Avaya Web Conferencing needs to open new windows in order to enter a web conference. This will fail if your web browser has an active Pop-up blocker. To fix this problem, the Pop-up blocker needs to be configured to allow Pop-up windows from <https://conference.dhs.ca.gov>. Please refer to your Pop-up blocker help pages for further information on how to do this.

### Avaya Login Instructions

- Step 1: Conference Reference and Security Code will be made available after you register using the online registration form. Please register at <http://www.surveymonkey.com/s.asp?u=194073119456> by February 9, 2007.
- Step 2: Getting to the Conference  
Go to: <https://conference.dhs.ca.gov/>
- Step 3: Logging into the Conference  
You will see the Avaya Web Conferencing Web Page. Here you will make sure you have correct configuration and enter your login information.

- ❶ Computer Configuration checklist - Make sure all except “Checking Video” have a checkmark (✓).
- ❷ Join Conference - Enter your name, Conference Reference, and the Security Code that was given to you by the host of the conference. Click “Join Conference.”

If you cannot see the entire web page, you may need to press “Tab” on your keyboard to move between the Name, Conference Reference, and Security Code boxes.



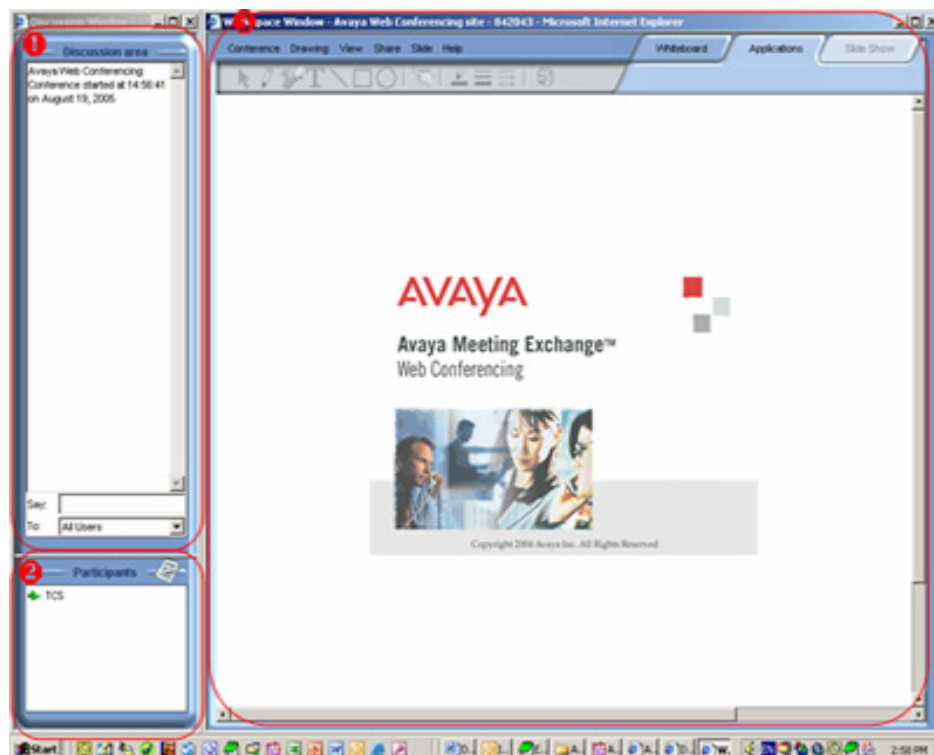
Step 4: Click yes to the DHS Security Certificate.



Step 5: The Meeting Screen

- ❶ Discussions - Online Chat for the conference
- ❷ Participants - List of Participants
- ❸ Workspace - Here you will see the presentation, pictures, or shared application.

If you see a yellow bar underneath the address bar, you have pop-up blocking enabled. Please refer to the section below titled "Disable Pop-up Blocking (in IE 6 SP2) to Login to Avaya."

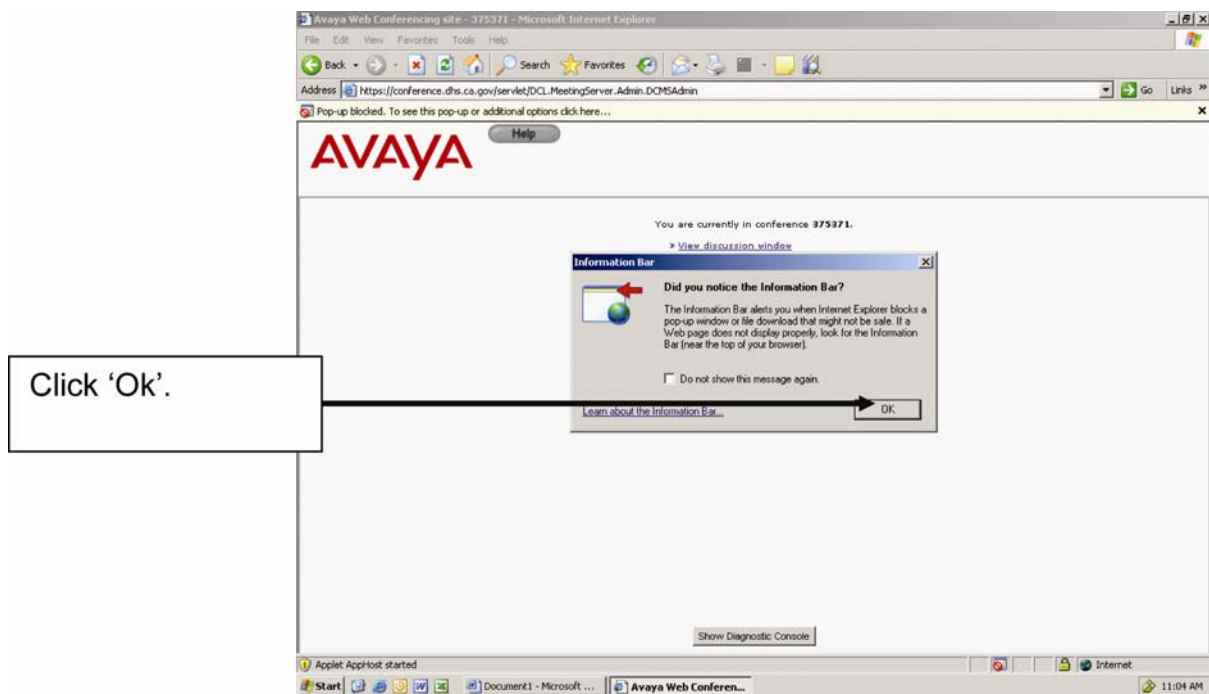


## Troubleshooting

1. Make sure you have the pop-up blocking disabled.
2. Make sure you have the latest Sun Java Run Time Environment Installed.
3. If you still are having trouble accessing the web conference after you disabled pop-up blocking and installed the latest version of the Java Runtime Environment, call (916) 449-5500.

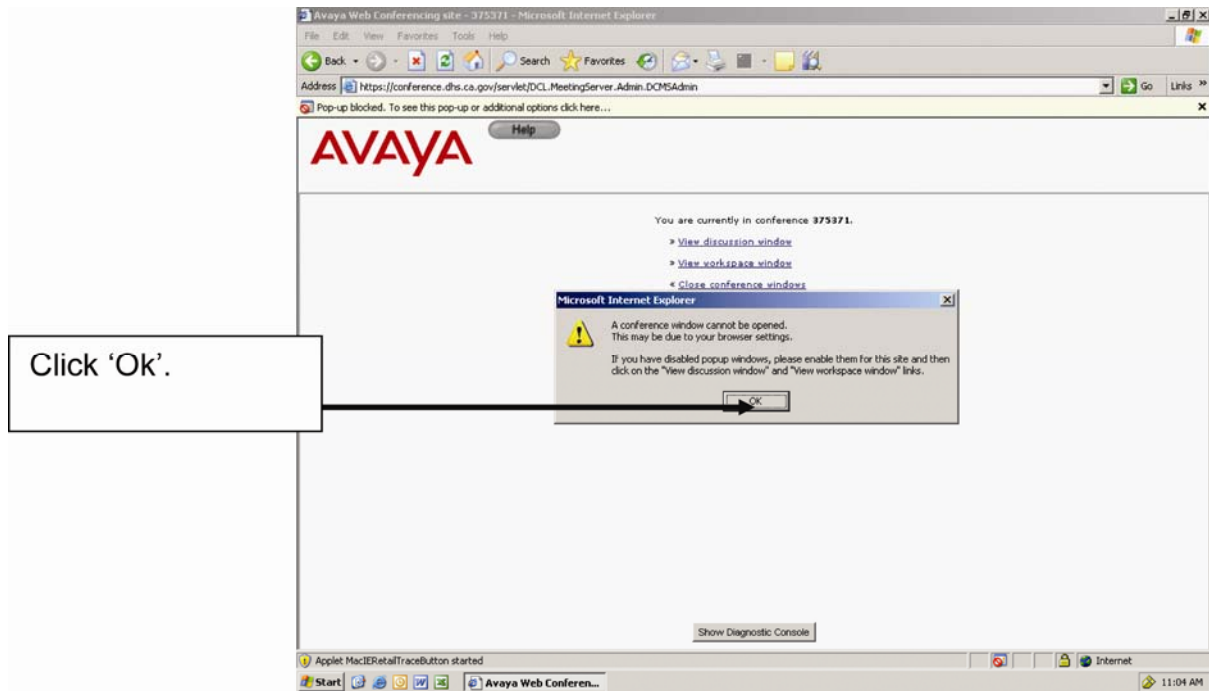
## Disable Pop-up Blocking (in IE 6 SP2) to Login to Avaya

1. If you have pop-up blocking enabled on Internet Explorer 6 with SP2, you will not be able to see the conference. After you login you will see the following screen. Click “Ok.”

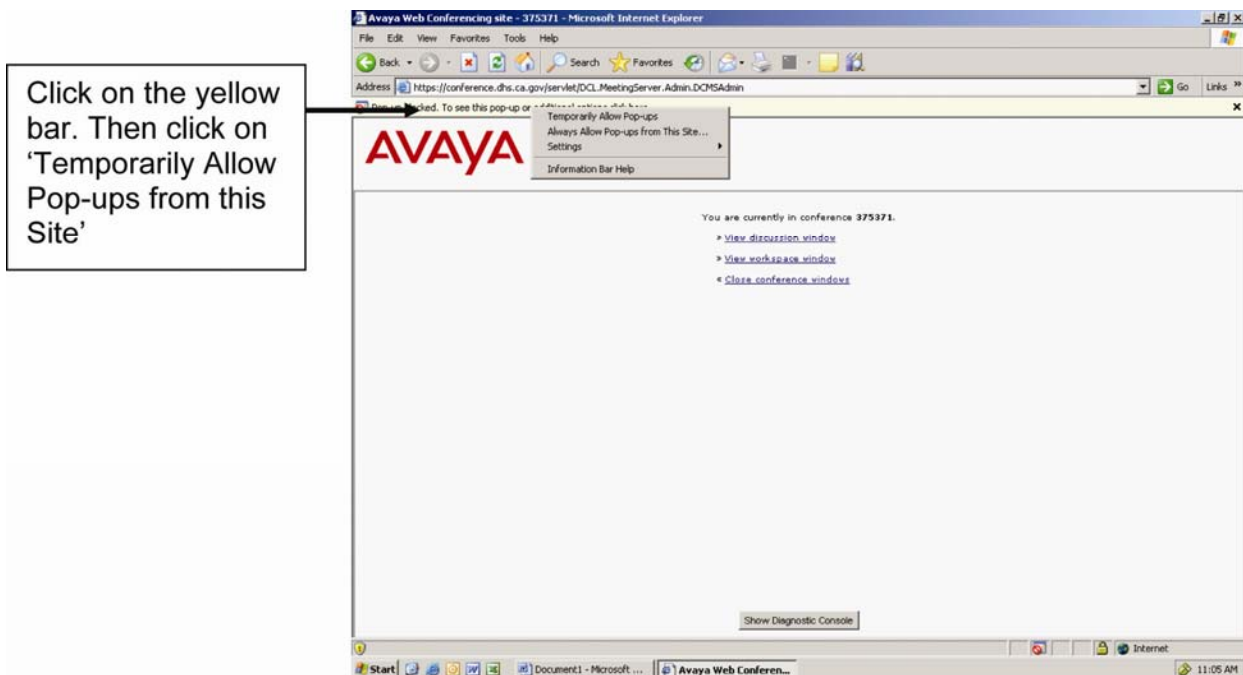




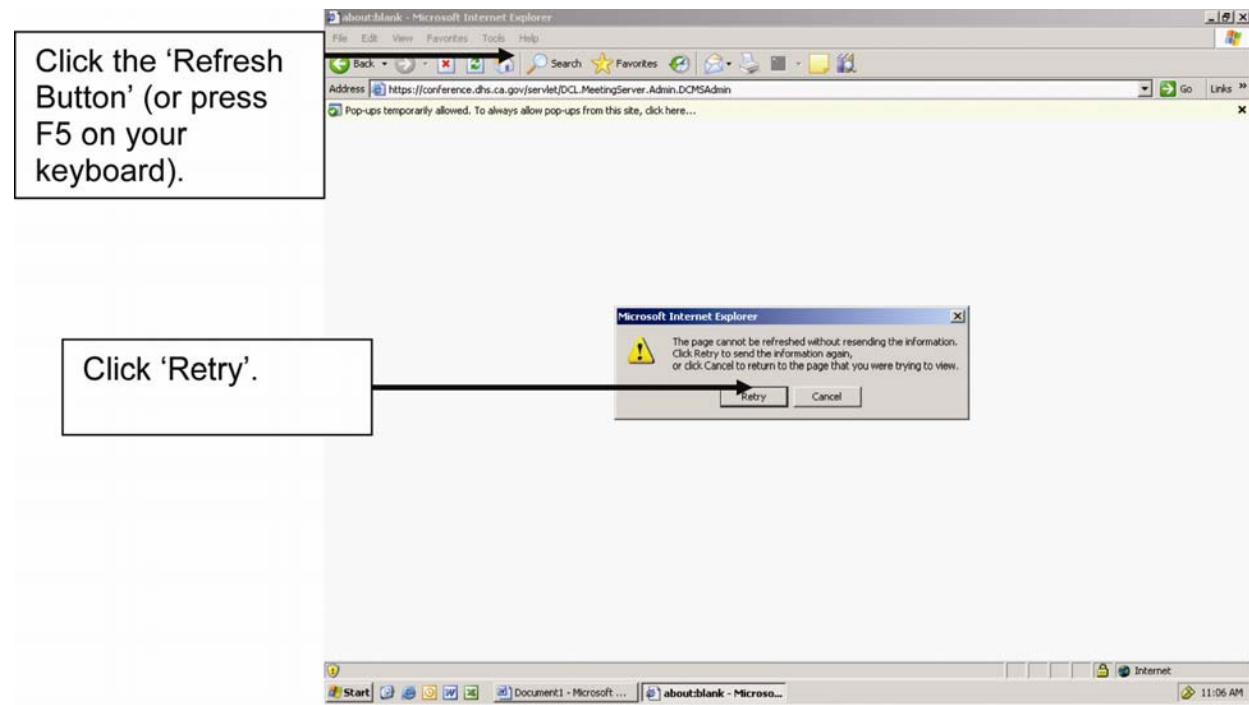
2. You will receive an error message from Avaya. Click “Ok.”



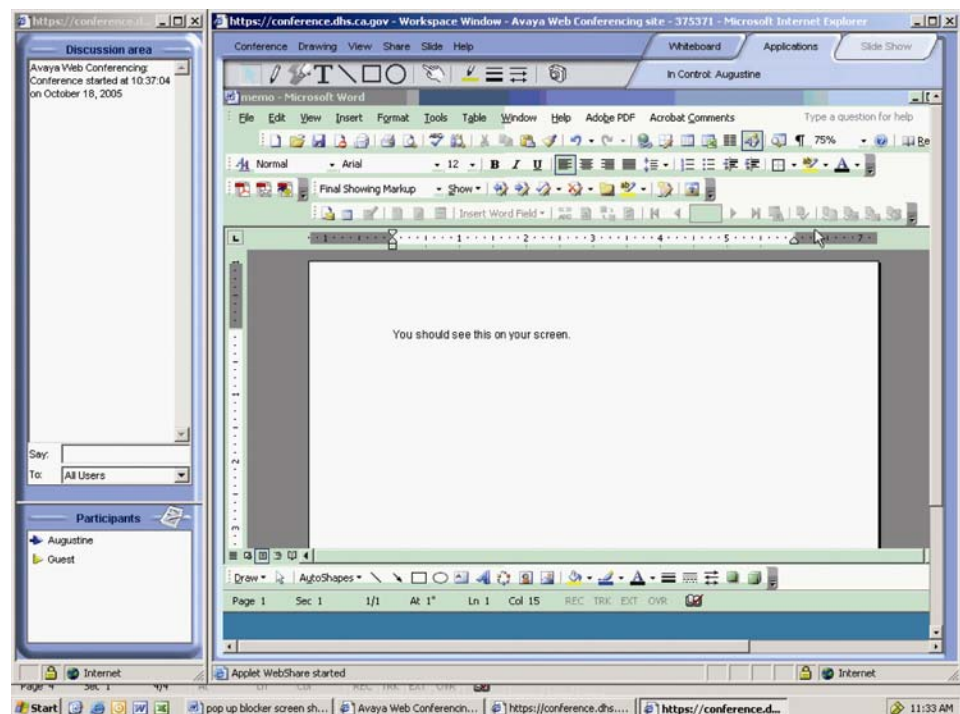
3. To allow Pop-ups, click on the yellow bar underneath the web address. Then click on “Temporarily Allow Pop-ups from this Site...”



4. Click the “Refresh button” (or press F5 on your keyboard). Click on “Retry” when the Microsoft Internet Explorer Window appears.



5. You will see the Discussion window on the left and the Conference window on the right.



**To Manually Override Pop-up Blocker Using the Ctrl Key**

1. On the “Avaya Web Conferencing Site” window, press the Ctrl key on your keyboard and click “View discussion window.” Also, press the Ctrl key and click “View workspace window.”

**Other Articles to Disable Pop-ups**

Yahoo Toolbar –

<http://help.yahoo.com/l/us/yahoo/toolbar/features/popupblocker/basic/pub-13.html>

Google Toolbar –

<http://www.google.com/support/toolbar/bin/answer.py?answer=9160&topic=116>

---

**COMPUTER HARDWARE/SOFTWARE MINIMUM SPECIFICATIONS**


---

The following hardware/software minimum specifications are necessary to ensure the proposed project has equipment for the purposes of: producing state-mandated progress reports, completing statewide independent evaluation instruments and reports, and participating in the Policy Advisory Resource Tobacco Network Education System and the Online Tobacco Information System. Desktop computers should have a Pentium IV processor, adequate hard disk space, 512 megabyte (MB) to 1 gigabyte (GM) of memory, 1.44 megabyte diskette drive, CD Rom drive, and network card (for connecting to LAN or broadband internet access).

Type	Minimum
<b>Hardware</b>	
Processor	Pentium IV-class
RAM	512MB-1GB
Monitor	17"
Printer	HP Laserjet printer
Network Card	10/100 ethernet network adapter card
Peripherals	3.5" or 1.44 megabyte diskette drive or CD/RW drive
<b>Software</b>	
Operating System	Microsoft (MS) Windows 2000 Professional or XP Professional Service Pack 2 ①
Presentation	PowerPoint 2003 (as part of MS Office 2003 Professional Service Pack 2 Application Suite) ②
Word Processing	Word 2003 (as part of Office 2003 Professional Service Pack 2 Application Suite) ②
Spreadsheet	Excel 2003 (as part of Office 2003 Professional Service Pack 2 Application Suite) ②
Database	MS Access 2003 (as part of Office 2003 Professional Service Pack 2 Application Suite) ②
Hard Disk Encryption	Existing Agency software standard or other hard disk encryption product
Browsers	Internet Explorer v. 6.0
Adobe Acrobat Reader	Adobe Acrobat Reader 7.x
Statistical	Epi info version 3.3 ③
Antivirus Software	Required (most current version of any brand)
JAVA Software	JAVA Runtime Environment v 5

① – Support for MS Windows 2000 Professional by MS ends June 2009.

② – Please note that MS support for MS Office XP Professional (2002 version of applications) ends June 2008. Support for MS Office 2000 Professional ends June 2007.

③ – May be downloaded for free at <http://www.cdc.gov/epiinfo/>

## American Indian Casinos by County

COUNTY	ESTABLISHMENT	CITY	ZIP
<b>Amador</b>	Jackson Rancheria's Resort & Casino	Jackson	95642
<b>Butte</b>	Feather Falls Casino	Oroville	95966
	Gold Country Casino	Oroville	95966
<b>Colusa</b>	Colusa Casino & Bingo	Colusa	95932
<b>Contra Costa</b>	San Pablo Lytton Casino	San Pablo	94806
<b>Del Norte</b>	Elk Valley Casino	Crescent City	95531
	Lucky 7 Casino	Smith river	95567
<b>Fresno</b>	Mono Wind Casino	Auberry	93602
	Table Mountain Casino & Bingo	Friant	93626
<b>Humboldt</b>	Cher-Ae Heights Casino	Trinidad	95570
	Blue Lake Casino	Blue Lake	95525
	Lucky Bear Casino	Hoopa	95546
<b>Imperial</b>	Quechan Paradise Casino	Winter Haven	92283
<b>Inyo</b>	Paiute Palace Casino	Bishop	93514
<b>Kings</b>	Palace Indian Gaming Center	Lemoore	93245
<b>Lake</b>	Robinson Rancheria	Nice	95464
	Konocti Vista Casino & Bingo	Lakeport	95453
	Twin Pine Casino	Middletown	95461
<b>Lassen</b>	Diamond Mountain Casino	Susanville	96130
<b>Madera</b>	Chukchansi Gold Resort	Coarsegold	93614
<b>Mendocino</b>	Black Bart Casino	Willits	92539
	Hopland Sho-Ka-Wah Casino & Bingo	Hopland	95499
	Red Fox Casino	Laytonville	95454
	Coyote Valley Shodakai	Redwood Valley	95418
<b>Modoc</b>	Alturas Casino	Alturas	96101
	Desert Rose Casino	Alturas	96101
<b>Placer</b>	Thunder Valley Casino	Lincoln	95648
<b>Riverside</b>	Spa Hotel & Casino	Palm Springs	92262
	Soboba Legends Casino	San Jacinto	92581
	Agua Caliente Casino	Rancho Mirage	92270
	Pechanga Gaming Center	Temecula	92592
	Spotlight 29 Casino	Coachella	92236
	Morongo Casino Resort Spa	Cabazon	92230
	Cahuilla Creek Casino	Anza	92539
	Augustine Casino	West Coachella	92236
	Fantasy Springs Casino	Indio	92203
<b>San Bernardino</b>	Havasu Landing Resort	Havasu lake	92363
	San Manuel Indian Casino	Highland	92346
<b>San Diego</b>	Barona Casino	Lakeside	92040
	Pala Casino	Pala	92059
	Golden Acorn Casino	Campo	91906
	La Jolla Indian Slot Arcade	Valley Center	92082
	Viejas Casino and Turf	Alpine	91901
	Sycuan Indian Gaming	El Cajon	92019
	Harrah's Rincon Casino & Resort	Valley Center	92082
	Valley View Casino	Valley Center	92082
	Casino Pauma	Pauma Valley	92061
<b>Santa Barbara</b>	Chumash Casino	Santa Ynez	93460
<b>Shasta</b>	Pit River Casino	Burney	96013
	Win River Casino	Redding	96001
<b>Sonoma</b>	River Rock Casino	Geyserville	95441
<b>Tehama</b>	Rolling Hills Casino	Corning	96021
<b>Tulare</b>	Eagle Mountain Casino	Porterville	93258
<b>Tuolumne</b>	Chicken Ranch Casino	Jamestown	95327
	Black Oak Casino	Tuolumne	93614
<b>Yolo</b>	Cache Creek Casino	Brooks	95606